



New Hampshire Fish and Game Department

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November 17, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to acquire a conservation easement on 1,324 acres in the towns of Surry and Gilsum, New Hampshire from the Law Office of Mark R. Dunn (Vendor Code 160143), acting as agent for The Nature Conservancy for \$1,500,000, effective upon Governor and Council approval through December 31, 2020. Funding is 100% Federal.

Funding for this purchase is available as follows:

03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation

020-07500-21550000-033-509033 Land Acquisitions and Easements

FY2021

\$1,500,000

EXPLANATION

The New Hampshire Fish and Game Department is working with The Nature Conservancy to protect the approximately 1,324-acre Surry Mountain Forest property in the Towns of Gilsum and Surry, NH. The easement will permanently protect un-fragmented wildlife habitat for the benefit of a wide range of wild birds and mammals, in addition to requiring that the land remain open for public pedestrian uses. The easement will also require Department review and approval of future forest management, recreation, and habitat management plans on the property.

The conservation easement will be purchased as a bargain sale. The appraised fair market value is \$1,720,000. With a purchase price of \$1,500,000, the remaining \$220,000 will provide a portion of the required match under the federal program. Additional required match of \$280,000 will be provided through the value of Department owned lands previously donated or acquired with non-federal funds. This acquisition is part of an effort to use Wildlife Restoration Program funds from the USFWS to expand and enhance the statewide Wildlife Management Area system under federal grant W-108-L-1. The purchase of this conservation easement will protect significant wildlife habitats and add to the area that is permanently available to the public for hunting, fishing and other wildlife-related recreational activities.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte, Chief
Business Division

REGION 1

629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
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REGION 3

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REGION 4

15 Ash Brook Court
Keene, NH 03431
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Inter-Department Communication

DATE: November 10, 2020

FROM: Christopher G. Aslin **AT (OFFICE)** Department of Justice
Senior Assistant Attorney General Environmental Protection Bureau

SUBJECT: **Surry Mountain Conservation Easement, Towns of Gilsum and Surry**

TO: Elizabeth McNaughten, Land Agent
Facilities & Land Division
Fish & Game Department

The Office of the Attorney General has reviewed the Conservation Easement Deed and supporting documents provided in connection with the above referenced easement acquisition and approves the acquisition for form and substance only. Please note that once approved by Governor and Council, and signed by all parties, the Conservation Easement Deed should be returned to this office for final review of execution before it is recorded in the appropriate county registry of deeds.

Christopher G. Aslin

Christopher G. Aslin

The within conveyance is a transfer to the State of New Hampshire and pursuant to RSA 78-B:2(I) it is exempt from the New Hampshire Real Estate Transfer Tax and from the LCHIP surcharge pursuant to RSA 478:17-g II (a)

Conservation Easement Deed

THE NATURE CONSERVANCY, a nonprofit corporation incorporated under the laws of the District of Columbia as a tax exempt public charity under Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code having its headquarters at 4245 North Fairfax Drive, Suite 100, Arlington, Virginia 22203-1606 and a local address at 22 Bridge Street, 4th Floor, Concord, NH 03301 (hereinafter referred to as the "Grantor", which word includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the STATE OF NEW HAMPSHIRE, acting by and through the FISH AND GAME DEPARTMENT, with a principal office at 11 Hazen Drive, City of Concord, New Hampshire 03301 (hereinafter referred to as the "Grantee", which word includes the plural and shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

a CONSERVATION EASEMENT hereinafter (hereinafter "Easement") described with respect to that certain parcel of land (hereinafter "Property") being unimproved land, located in the Towns of Gilsum and Surry, consisting of approximately 1,324+/- acres, situated along both sides of Old Gilsum Road in Gilsum, County of Cheshire State of New Hampshire, more particularly described in "Appendix A" attached hereto and made a part hereof and shown on a survey plan entitled "Boundary Plan of Land, Gilsum Tax Map 406 Lots 5 & 6, Surry Tax Map 3 Lot 6, Old Gilsum, Smith Hill, Vessel Rock & Fish Roads & NH Route 10, Gilsum & Surry, NH Owners of Record: Casagrande Family Real Estate Trust, Prepared for The Nature Conservancy" Dated November 13, 2019, last revised on 7/28/20, prepared by Eric C. Mitchell & Associates, Inc. and recorded at the Cheshire County Registry of Deeds as Plan #20079-20086 (herein referenced as "Survey").

And grants a THIRD PARTY RIGHT OF ENFORCEMENT to the TOWN OF GILSUM, (hereinafter referred to as "Third Party Holder", a New Hampshire municipal corporation duly organized, with a principal mailing address of 650 Route 10, Gilsum NH 03448, a governmental body eligible to hold a "Conservation Easement" within the meaning of NH RSA 477:45-47, as further described in Section X below, with said Third Party Right of Enforcement specifically excluding that portion of the Easement located within the Town of Surry.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes (“Purposes”):

- A. To protect and conserve the native biological diversity and habitats on the Property, including but not limited to rare plants and animals, exemplary natural communities and significant wildlife habitats occurring on the Property; and the ecological processes that sustain these features;
- B. To conserve and compatibly manage aquatic and terrestrial habitats on the Property to maintain high ecological resilience and regional connectivity in light of climate change;
- C. The conservation and protection of open spaces, particularly the conservation of the productive forest land of which the Property consists and of the wildlife habitat thereon including wild birds and mammals, wetland, upland, and waterfowl/migratory bird habitat; and
- D. The assurance that forestry activities conducted on the Property are performed in a manner that maintains or enhances wildlife habitats, including habitat for wild birds and mammals including waterfowl and neotropical migrant species; and
- C. To conserve and compatibly manage the Property for the protection of ground water, aquatic habitat, and surface water resources on the Property including seven headwater streams flowing into tributaries of the state-designated Ashuelot River including 8.7 miles of stream frontage and 16 acres of wetlands.
- D. To protect, conserve, and manage at least 50% of the Property in a manner that promotes mature forest or “old growth” characteristics, shaped primarily by natural processes and disturbance regimes over time with minimal human intervention, manipulation, or suppression.
- E. To further the goals of the NH Wildlife Action Plan and the Wildlife Restoration Program administered by the Department of Interior, U.S. Fish and Wildlife Service (the “Service”), including but not limited to the protection, management and enhancement of wild birds and mammals and their habitats; and
- F. To protect the Property for public pedestrian access including, but not limited to hunting, fishing, hiking, cross country skiing and nature observation; and
- G. The Fee Owner and Easement-Holder have the common purpose of conserving the above-described Conservation Values of the Property in perpetuity; and
- H. To prohibit uses of the Property that will significantly impair or interfere with these conservation values.

These significant conservation values are set forth in detail in baseline documentation on file with the Grantor, Grantee and the Third Party Holder. The baseline documentation report is an integral part of this Conservation Easement and is incorporated herein by reference, said report approved in writing by

both parties. The parties agree that the report contains an accurate representation of the natural resources and physical condition of the Property at the time of this conveyance, of the current and historical uses of the Property, and a more detailed description of the Conservation Values. In case of any conflict or inconsistency between the terms of the Conservation Easement and the report, the terms of this Conservation Easement shall prevail.

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS

Subject to provisions specified in Sections 3, 4, and 5 below:

Any activity on or use of the Property inconsistent with the Purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following use limitations shall apply to the Property except as otherwise specifically provided by the Easement:

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except Forestry, including timber harvesting in accordance with a stewardship plan approved by Grantee as described in Section 3 herein and provided that the productive capacity of the Property to support native wildlife populations shall not be degraded by on-site activities.

i. Forestry. For the purposes hereof, "Forestry" shall include the growing, stocking, cutting, and sale of forest trees of any size for forest products or "Wildlife Habitat Management" (as defined below) but not for nursery production; and the construction of roads or other accessways for the purpose of removing forest products from the Property, all as not detrimental to the Purposes of this Easement.

ii. Wildlife Habitat Management. For the purposes hereof, "Wildlife Habitat Management" shall mean the practical application of scientific and technical principles so as to maintain native plant and animal species and their habitats. Activities may include, but shall not be limited to, cutting, pruning, girdling, mowing, brush-hogging or burning of trees or other vegetation to improve habitat conditions; establishing and maintaining firebreaks and buffer zones to reduce wildfire hazards and facilitate prescribed burning; conducting prescribed burns; installing denning or nesting structures for improving the utilization of natural resources and habitats by wildlife populations; and controlling non-native and invasive species through mechanical, chemical, or other means.

iii. Forestry and Wildlife Habitat Management shall be performed as hereinafter specified in Section 3 of this Easement and in accordance with the following stewardship goals:

- maintenance or enhancement of the Property's fish and wildlife habitat values;
- maintenance of soil productivity and protection against soil erosion;
- protection of water quality, wetlands, and riparian zones;
- protection of rare plants and animals;
- protection of unique or fragile natural areas;
- conservation of native plant and animal species;

- protection and management of at least 50% of the Property in Special Management Areas that promotes mature forest or “old growth” characteristics;
- protection of unique historic and cultural features; and
- protection of passive non-commercial recreational qualities.

B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and none of the individual tracts, which together comprise the Property, shall be conveyed separately from one another.

C. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, parking lot, portable or composting toilet, educational building, tennis court, swimming pool, dock, athletic field, pavilion, shooting range, aircraft landing strip, or mobile home, shall be constructed, placed, or introduced onto the Property. However,

- i. ancillary structures and improvements including, but not limited to, an unpaved road, dam, gate, fence, bridge, culvert or wildlife nest structure may be constructed, placed, or introduced onto the Property only to the extent necessary to accomplish the Forestry, conservation or Wildlife Habitat Management uses of the Property and provided that they are not detrimental to the Purposes of this Easement; and
- ii. unpaved pedestrian trails, informational kiosks and wildlife blinds may be constructed, placed, or introduced onto the Property only to the extent necessary to accomplish the low-impact noncommercial outdoor recreational or educational uses of the Property and provided that they are not detrimental to the Purposes of this Easement; and
- iii. grantor shall have the right to maintain and if needed reconstruct the existing lean-to on Lily Pond
- iv. grantor shall have the right to construct parking areas as specified in Section 4.J. below
- v. grantor shall have the right to construct and maintain a bathroom as specified in 4.K below

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- i. are commonly necessary in the accomplishment of the Forestry, conservation, habitat management and restoration, Wildlife Habitat Management, or low-impact non-commercial outdoor recreational uses of the Property as permitted by this Easement;
- ii. do not harm state or federally recognized rare, threatened, or endangered species or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Fish and Game Department, Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species;
- iii. do not impact wetland vegetation, soils, hydrology, or habitat;

iv. are not detrimental to the Purposes of this Easement; and

iv. are permitted and approved by all federal, state, local, and other governmental entities, as necessary before said activities take place.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the Forestry, Wildlife Habitat Management, conservation, education, or low-impact noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the Purposes of this Easement. No sign shall exceed sixteen (16) square feet in size and no sign shall be artificially illuminated.

F. There shall be no mining, quarrying, or excavation of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of Sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. No substances that if discarded or abandoned would be hazardous waste, shall be disposed of on the property, and no such substances shall be stored or applied on the property except in conjunction with any agricultural, forestry, or outdoor recreational activities that are allowed by this Conservation Easement, and provided that the storage and use do not threaten water supply protection and are specifically allowed by the instrument.

No wastes generated off property shall be disposed of, stored or discharged on the property such as, but not limited to the dumping, spreading, injection, burning, or burial of biosolids, man-made materials or materials then known to be environmentally hazardous.

H. There shall be no chemicals used on or applied to the Property, including fertilizers, except as provided in Section 4.N.

I. There shall be no planting, broadcasting, or intentional introduction on the Property of any genetically modified, transgenic or replicated organisms or any "invasive exotic species" which are defined as species which are not native to the northeast region of the United States and that, through their capacity to spread into native systems, demonstrably or potentially threaten native species and natural communities, except if Fee Owner and Easement Holder determine and mutually agree in writing and in advance of such planting, broadcasting, or other introduction that the action will have a beneficial ecological effect and will be consistent with the Purposes of this Conservation Easement. Any such planting, broadcasting, or other introduction shall be described in the Stewardship Plan.

J. There shall be no pollution, alteration, depletion or extraction from surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity, or which could alter natural water level and/or flow in or over the Property.

K. The Property shall in no way be used to satisfy the density, frontage, or setback requirements of any applicable zoning ordinance or subdivision regulation with respect to the development of any other

property. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, and without the written consent of the Regional Director of U.S. Fish and Wildlife Service, except those of record as of the execution of this Easement.

L. The use of any motorized vehicles, including snowmobiles, all-terrain vehicles or other off highway recreational vehicles as defined in NH RSA 215-A:1 and RSA 215-C:1, or any successor definitions mutually agreed to by Fee Owner and Easement Holder, is prohibited, except as otherwise specifically permitted in this Conservation Easement.

3. FORESTRY AND STEWARDSHIP PLANNING

A. Forestry and Wildlife Habitat Management activities shall be conducted in accordance with a stewardship plan, prepared by a licensed professional forester, a certified wildlife biologist, or other qualified person (the "Resource Professional"). Any person other than a licensed professional forester or a certified wildlife biologist shall be considered a Resource Professional under this Easement only if approved in advance and in writing by the Grantee, except that so long as the Property is under the ownership of The Nature Conservancy, its staff shall be considered approved Resource Professionals. Said stewardship plan (the "Plan") must be prepared, approved and implemented in accordance with this Easement.

B. The Plan shall have been prepared not more than 15 years prior to the date of any Forestry or Wildlife Habitat Management activity. Plans prepared more than 15 years prior to the anticipated Forestry and/or Wildlife Habitat Management activity date must be reviewed and updated for Grantee's approval in accordance with Section 3. herein.

C. Grantor shall submit the Plan to the Grantee for approval at least sixty (60) days prior to land management activities.

D. Within forty-five (45) days after Grantee's receipt of said Plan, the Grantee shall approve or disapprove the same with respect to its wildlife habitat impacts, consistency with the Purposes stated in Section 1, stewardship goals stated in Section 2.A.iii., and compliance with this Easement, and so inform the Grantor in writing. Any disapproval shall specify in detail the reasons therefore. If the Grantee fails to so approve or disapprove within said period, Grantor may proceed with Forestry activities recognizing that the following paragraph applies.

E. Grantor and Grantee acknowledge that the Plan's purpose is to guide Forestry and Wildlife Habitat Management activities in compliance with this Easement and that the actual activities will determine compliance therewith.

F. The Stewardship Plan shall specifically address and include at least the following elements:

- i. The long-term protection of the Purposes for which this Easement is granted, as described in Section 1 above;
- ii. The stewardship goals set forth in Section 2.A.iii. above;

iii. A statement of landowner management objectives consistent with the Purposes of the Easement and stewardship goals stated in Section 2.A.iii. above;

iv. A map showing the Property's boundaries, access roads, forest stand types in those areas where forestry shall occur, known locations of historic resources, known locations of rare species and exemplary natural communities, and identification of Special Management Areas; comprising 50% or more of the property;

v. A map showing the official trail network and recreational structures as they relate to forest and wildlife habitat types including wetlands, known vernal pools, and streams, and identified locations of rare and threatened plant and wildlife species, exemplary natural communities, and species of greatest conservation need and a description of how recreation infrastructure avoids detrimental impacts to said habitats, plant and wildlife species;

vi. A description of the Property's existing conditions and natural features including land cover, topography, soils, geology, wetlands, streams and ponds, and wildlife habitat features, low-impact non-commercial recreational and educational uses, and boundary conditions;

vii. Identification of plant and wildlife species of conservation concern, and how management will enhance or avoid detrimental impacts to said plant and wildlife species;

viii. Management prescriptions and activities for Wildlife Habitat Management, Forestry, conservation, low-impact non-commercial recreation, and education; and

ix. Proposed schedule of implementation of management prescriptions, including a schedule for boundary, road and trail maintenance.

x. In the event that the Grantor proposes a new forestry activity not included in a previously approved Plan, the Grantor shall submit an amendment to the Plan for Grantee's approval in accordance with Section 3.A. herein prior to conducting any such new management activity. Such amendments shall include any changes and additions to or deletions from the approved Plan.

xi. All forestry activities shall be conducted in accordance with the approved Plan and be supervised by a Resource Professional and shall be subject to the following additional requirements: Harvesting shall be carried out in accordance with all applicable local, state, federal, and other laws and regulations, and in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property. For references, see "New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations" (NH Forests and Lands and UNH Cooperative Extension, 2016), and "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (Bennett, Karen P., editor 2010), and "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (NH Division of Parks and Recreation; Bureau of Trails, 2017); or similar successor publications.

xii. Any and all recreation trail construction and maintenance shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and to the extent practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see:

- a. "Best Management Practices for Erosion Control During Trail Maintenance and Construction" (NH Division of Parks and Recreation; Bureau of Trails, 2017); and
- b. "Trails for People and Wildlife" (NH Fish and Game Department, 2019).

xiii. Management of Special Management Areas (SMA) identified in map attached as Exhibit A shall be directed towards conserving the significant biological and ecological resources encompassed by mature and late-successional forest on the property and allowing them to continue to progress towards their oldest representation and shall be based on the following principles:

- a. Management should allow all natural communities within SMAs to cycle through their oldest representation and to be subject to natural ecological processes;
- b. Management shall be ecosystem or natural community based;
- c. Management for the characteristics identified for SMAs is a long-term process. All management decisions should advance the goal of allowing the SMAs to function as an ecosystem with minimal intervention

xiv. The following riparian buffer zones shall apply for forestry adjacent to streams, rivers, ponds, and non-forested wetlands, hereinafter referred to collectively as "water body." Streams, ponds, and rivers shall be identified as those shown on 7.5 minute United States Geologic Survey Quadrangle maps. Non-forested wetlands shall include those emergent and shrub wetlands shown on National Wetlands Inventory maps, Town wetlands inventory maps, NH GRANIT land cover maps, and other sources mutually agreed to by the Fee Owner and the Easement Holder.

a. Riparian Buffer Zone Delineation:

Riparian buffer zone: 200 feet from each side of USGS mapped intermittent, 1st and 2nd Order streams and along shores of ponds and non-forested wetlands less than 10 acres in size and 300 feet along 3rd order streams and shores of ponds and non-forested wetlands greater than 10 acres in size. Riparian buffer zones shall be expanded as necessary to encompass all vegetative communities subject to flooding, slopes greater than 35%, or soils classified as highly erodible that are adjacent to the water body or wetland. Areas subject to these expanded riparian buffer zones shall be delineated in the Stewardship Plan.

The distance of the riparian buffer shall be measured from the edge of normal high-water mark of the water body or wetland. In areas where there are ponds contiguous to a stream or river, or where there are wetlands contiguous to a stream, river, or pond: 1) the widest applicable riparian buffer zone shall apply; and 2) the starting point for the buffer shall be the upland edge of the normal high-water mark of the water body or wetland.

b. Activities in Riparian Buffer Zone:

Within the riparian buffer zone there shall be no tree harvesting within the first 100' from the normal high-water mark or wetland edge as defined above. Exceptions to these limitations may be granted at the sole discretion of the Easement Holder.

Within the remainder of the riparian buffer zone, forest management aimed at enhancing habitat for riparian-associated species may be permitted, such determination to be made in consultation with the easement holder.

4. RESERVED RIGHTS

Grantor retains the right to undertake or continue any activity or use of the Property consistent with the Purposes of this Easement as defined in Section 1 above and not otherwise prohibited by this Easement. Without limiting the generality of the foregoing, Grantor shall have the following retained rights:

A. The Grantor reserves the right to conduct Forestry and Wildlife Habitat Management activities, consistent with the provisions of Section 3.

B. Transfer Ownership. The right to sell, give, mortgage, lease, or otherwise convey the Property, provided such conveyance is subject to the terms of this Conservation Easement and written notice is provided to Easement Holder in advance of the transfer in accordance with Section 18.4 below.

C. Pedestrian Use and Trails. The right to allow public pedestrian uses including walking, hiking, running, mountain biking, cross-country skiing, snowshoeing, and wildlife observation, and in connection therewith, the right to clear, construct, and maintain new pedestrian trails, to maintain, repair, relocate, and temporarily or permanently close pedestrian trails, regardless of when they were created, and the right to erect and maintain informational kiosks. The location and construction of new pedestrian trails shall not impair or degrade any known exemplary natural communities, unique or fragile natural features, or rare or endangered plant or animal species identified on the Property. Nor shall they degrade wildlife habitat or impair the ability of wildlife to move across the Property. They shall be consistent with the Purposes of this Easement and shall be identified in the Stewardship Plan.

D. Outdoor Education. The right to conduct or allow low-impact, non-commercial conservation or nature-oriented outdoor educational activities on the Property.

E. Research. The right to conduct or allow scientific research on the Property that poses no threat to the Property's Conservation Values.

F. Hunting. The right to allow hunting, trapping, and fishing on the Property, including the right to allow temporary hunting platforms and blinds in accordance with State laws and regulations.

G. Disabled Hunters. The right to allow disabled persons to operate and hunt from a motor vehicle, as defined in, and in accordance with the requirements of, NH RSA 207:7-a.

H. Maintenance Vehicles. The right of Fee Owner and its agents to operate motorized vehicles, bicycles, and other mechanized vehicles only for purposes of maintaining and managing the Property and for other uses specifically permitted in this Conservation Easement.

I. Road Maintenance. The right to maintain, repair, and, if necessary, relocate the designated roads and trails as described in the Stewardship Plan. This right shall include establishing and maintaining culverts, bridges, and any other ancillary structures necessary for the maintenance, repair, and relocation of the roads; the right to bring gravel onto the Property for road maintenance, repair, and relocation. Care shall be taken to prevent the introduction of invasive species with equipment and material brought on to the Property.

J. Parking Areas. The right to construct and maintain up to two parking areas for the purpose of accommodating public outdoor recreational and educational uses of the Property; the parking area locations shall be identified in the Stewardship Plan. Each parking area will be no greater than 3,000 square feet each. Parking area location, size, substrate, and layout will be designed to minimize negative ecological impacts and shall not be detrimental to the Purposes of this Easement.

K. Restrooms. The right to construct and maintain a bathroom with Grantees review and approval or place a portable restroom facility at each of the two trailhead parking areas referenced in 4.J. above

L. Property Restoration. The right to restore to a natural and native vegetated condition any roads or other areas altered by human activity, or to conduct forest restoration in other areas for assisted migration or other purposes with native vegetation and species suitable to the site, provided that this activity shall be performed subject to and in accordance with a written Stewardship Plan developed by Fee Owner according to the specifications in Section 3.

M. Invasive Species. The right to control or remove for ecological purposes, exotic invasive species, provided that any control other than early detection-rapid response shall be performed in accordance with a written Stewardship Plan developed by Fee Owner according to the specifications in Section 3. Fee Owner reserves the right to conduct early detection-rapid response management without a written Stewardship Plan.

N. Signs. The right of Fee Owner to post signs required for appropriate management of the Property, such signs being consistent with similar signage on other properties of Fee Owner. Fee Owner will consult and come to agreement with Grantee in designing and applying appropriate signage reflecting Easement Holder's role and other funding source in protecting the Property.

O. Use of Chemicals. The right to use herbicides, pesticides, fungicides, or rodenticides on the Property provided that such use of chemicals is common and necessary to: (a) control a pest or disease outbreak that poses a threat to the health of the forest or forest economy of the region; (b) control exotic invasive species; or (c) implement silvicultural uses of an herbicide. All such chemical applications shall be applied by a licensed applicator, be consistent with applicable statutes and regulations, utilize the narrowest spectrum, least persistent, yet effective, chemicals available, and, aside from early detection-rapid response management, be described in the Stewardship Plan.

P. The Grantor reserves the right to erect gates and barriers and appropriate signage, for the control of motorized or wheeled vehicles and equestrian access into, on, over, or across the Property.

Q. The Grantor specifically retains all protections from liability provided under New Hampshire Law to private owners of land, including, but not limited to, the protections contained in RSA 212:34, RSA 215-A:5-c, RSA 215-C:55 or RSA 508:14 (or any successor or other statutory or regulatory provision then applicable).

R. The right to engage, only with prior written approval by the Grantee, in ecosystem services markets such as the sale of forest carbon credits, so long as such actions: (a) do not adversely affect the interest granted under this Easement to the Grantee or the Grantee's right of enforcement; (b) are not inconsistent with or defeat the Purposes of this Easement; or (c) are not inconsistent with or interfere with the Purpose, Objectives, and Needs of the Wildlife Restoration Program grant by the United States Fish and Wildlife Service as referenced in Section 14. Federal Grant and Exhibit B Notice of Federal Participation. Grantor shall submit request to engage in ecosystem service markets with the necessary information in R.(a), R.(b), and R.(c) above for the Grantee to make a determination. Grantee shall approve or disapprove Grantor's request within sixty (60) days of receiving Grantor's request. Ecosystem services markets are defined as the direct and indirect contributions of ecosystems to human well-being – e.g. climate regulation. Forest carbon credit programs promote the reduction of green house gas emissions via the sale of “forest carbon offsets” measured as metric ton of carbon dioxide equivalent (CO₂e)—the emission of which is avoided or newly stored by greenhouse gas emitters to compensate for emissions occurring elsewhere. Offsets may be developed under voluntary market standards or compliance market standards, each of which has specific carbon accounting and eligibility rules.

5. AFFIRMATIVE RIGHTS OF THE GRANTEE; PUBLIC ACCESS

A. To accomplish the Purposes of this Conservation Easement, the following rights are conveyed to Grantee by this Easement:

- i. The Grantee and its agents shall have reasonable access to the Property and all of its parts for such inspections as are necessary to determine compliance with and enforce this Easement and to exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- ii. The Grantee shall have the right but not the obligation to mark and maintain the boundaries of the Easement, in consultation with the Grantor.

The Grantor shall, in accordance with applicable laws and regulations, keep the Property open for pedestrian access, in perpetuity, on and across the Property for low-impact non-commercial recreational activities including but not limited to hunting, fishing, hiking, trapping (in accordance to RSA 210:11), cross country skiing and nature observation in accordance with current laws and regulations; provided, however, that the Grantee shall cooperate with the Grantor to limit public access and use of the Property if the public use is not consistent with the purposes of this Easement, and provided further, that there shall be no overnight camping, motorized access, or construction of fires on the Property by the public without the Grantor's prior written consent.

6. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.
- B. The Grantor shall provide a 60-day advance notification of transfer of title to the Grantee.

7. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable, only with written approval by the Regional Director of the Service, and only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

8. MERGER

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement or any portion thereof granted hereunder under the doctrine of "merger" or any other legal doctrine.

9. BREACH OF EASEMENT

- A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, postage prepaid, return receipt requested.
- B. The Grantor shall, within thirty (30) days after receipt of such notice, undertake those actions, including but not limited to restoration (except for injury to or change in the Property resulting from causes beyond the Grantor's control, as described in subparagraph D. below), which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this Section.
- C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall have the right but not the obligation, as appropriate to the Purposes of this Easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and reasonable legal fees, shall be paid by the Grantor, if the Grantor is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the Purposes of this Easement.

10. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

11. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. CONDEMNATION/EXTINGUISHMENT

A. If circumstances arise in the future so as to render the purposes of the easement herein impossible or impracticable to accomplish, the easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of any proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 12.C below.

B. If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate the easement restrictions herein, in whole or in part, the Grantor and Grantee shall act jointly to recover the full value of the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The amount of the proceeds to which the parties shall be entitled, after payment of any expenses, shall be determined in accordance with Section 12.C below.

C. This Easement constitutes a real property interest immediately vested in Grantee with a proportionate ownership value of 55.4% of the appraised fair market value of the Property at the time

of this grant, which proportionate value shall remain constant. The proceeds shall be distributed based on this proportionate value of the Easement to the underlying fee interest. For the purposes of Sections 12.A and 12.B, the fair market value shall be determined by an appraisal by a qualified appraiser as of the time of said extinguishment or condemnation. The balance of the amount recovered, after payment of any expenses, shall be divided between the parties in proportion to their respective interests in that part of the Property extinguished or condemned.

D. By virtue of the Wildlife Restoration Program grant from the Service to Grantee for Grantee's purchase of this Easement, and of the provisions set forth in the Notice of Federal Participation, the Service shall be entitled to 87.2% of the proceeds payable to the Grantee pursuant to this Section with the Grantee entitled to the remaining 12.8%, donated as federal match from the Grantor, unless the Regional Director of the Service consents to or requires the Grantee's use of the Service's portion of the proceeds to acquire other land or interests in land of equal or greater monetary and resource value.

13. ADDITIONAL EASEMENT

Any additional conservation easement or restrictions on the Property shall require prior approval of the Grantee and the Regional Director of the Service, and shall not diminish the conservation purposes for which the Property was originally protected. Any future conservation easement or restrictions shall be conveyed to and accepted and recorded by either the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the Internal Revenue Code of 1986, as amended, or any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, and agrees to and is capable of enforcing the conservation purposes of the easement. Any such assignee or transferee shall have like power of assignment or transfer.

Consistent with the above, the Grantee and the Service in accordance with the Notice of Federal Grant Participation (Exhibit B) hereby acknowledges and consents to the conveyance of a Grant of Deed Restriction and Right of Enforcement to the New Hampshire Land and Community Heritage Investment Program and the Drinking Water Groundwater Trust Fund which the Grantor agrees to convey and record immediately hereto.

14. FEDERAL GRANT

The Easement on the above-described Property is acquired, in part, with Wildlife Restoration Program 50 CFR 80 administered by the Department of Interior, acting by and through the United States Fish and Wildlife Service (the "Service"), under Title 16, Chapter 5B, Section 669 of the United States Code, funding received by the Grantee from Grant Agreement Number F14AF01270 (NH-W-108-L-1) effective September 1, 2014 between the Service and the Grantee. All present and future terms and conditions of the Property are and shall remain subject to the terms and conditions described in the Notice of Grant Agreement (attached hereto as Appendix B), and to the other administrative requirements of the applicable grant funding program of the Service.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and

enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

Nothing in this Easement shall be interpreted as a waiver of the State's sovereign immunity

IN WITNESS WHEREOF, we have hereto under set our hand this ____ day of _____, 2020.

Mark Zankel, State Director
The Nature Conservancy

The State of New Hampshire
County of Merrimack

I, hereby certify that Mark Zankel, NH State Director of The Nature Conservancy, personally appeared before me on this ____ day of _____, 2020 and acknowledged the foregoing Conservation Easement.

Before me,

Notary Public/Justice of the Peace [seal]
My Commission Expires:

Accepted: State of New Hampshire Fish & Game Department

By: Scott R. Mason
Scott R. Mason, Executive Director

The State of New Hampshire
County of Merrimack

Personally appeared Scott R. Mason, Executive Director of the New Hampshire Fish and Game Department, this 18th day of NOVEMBER, 2020 and being duly authorized acknowledged the foregoing on behalf of the State of New Hampshire.

Before me, Lynn H. Gallop
Justice of the Peace/Notary Public [seal]
My commission expires: _____

LYNN H. GALLOP, Notary Public
State of New Hampshire
My Commission Expires September 7, 2021

Approved by the Governor and Executive Council: _____ Item #: _____

APPENDIX A
PROPERTY DESCRIPTION
Gilsum & Surry
Cheshire County, New Hampshire

The following parcels of land located in the Towns of Gilsum and Surry, County of Cheshire, State of New Hampshire totaling 1,324.4 +/- acres, and shown on a plan entitled "Boundary Plan of Land, Gilsum Tax Map 406 Lots 5 & 6, Surry Tax Map 3 Lot 6, Old Gilsum, Smith Hill, Vessel Rock & Fish Roads & NH Route 10, Gilsum & Surry, NH Owners of Record: Casagrande Family Real Estate Trust, prepared for The Nature Conservancy" Dated November 13, 2019, last revised on 7/28/20, prepared by Eric C. Mitchell & Associates, Inc. and recorded at the Cheshire County Registry of Deeds as Plan Numbers 20079 through 20086, inclusive.

All bearings of this description are turned from grid north based on the New Hampshire State Plane Coordinate System and all distances are based on the current survey.

Part of Gilsum Tax Map 406 Lot 6
East of Fish Road and West of NH Route 10
(Approximately 38.7 Acres)

Beginning at a drill hole set at a stonewall corner on the westerly side of NH Route 10 in Gilsum, New Hampshire, at the southeasterly corner of the herein described premises at the northeasterly corner of land now of formerly Annette R. Shimer; thence

South 81°03'44" West along said stonewall and land of said Shimer, a distance of 344.34 feet to a drill hole set; thence

South 84°00'33" West along said stonewall and land of said Shimer, a distance of 124.22 feet to a drill hole set; thence

South 81°35'33" West along said stonewall and land of said Shimer, a distance of 156.76 feet to a drill hole set; thence

South 79°19'53" West along said stonewall and land of said Shimer, a distance of 133.42 feet to a drill hole set; thence

North 83°27'30" West along said stonewall and land of said Shimer, a distance of 13.05 feet to a drill hole set; thence

South 76°37'27" West along said stonewall and land of said Shimer, a distance of 65.88 feet to a drill hole set at the end of said stonewall; thence

South 82°20'41" West along land of said Shimer, a distance of 75.36 feet to a drill hole set at the beginning of a stonewall; thence

South 80°54'56" West along said stonewall and land of said Shimer, a distance of 400.04 feet to a drill

hole set at an intersection of stonewalls on the easterly side of Fish Road; thence

Northwesterly along said Fish Road, approximately 1,350 feet to an iron rod set at land now or formerly Edmund S. & Catherine Kenney; (the tie course from the last mentioned drill hole set to the iron rod set being North 30°55'12" West, a distance of 1,316.49 feet); thence

South 77°47'24" East along land of said Kenney, a distance of 34.80 feet to a nail set in an 8" beech tree; thence

South 82°47'13" East along land of said Kenney, a distance of 40.46 feet to an iron rod set; thence

North 63°53'19" East along land of said Kenney, a distance of 140.07 feet to a nail set in a 15" hemlock tree; thence

North 76°06'42" East along land of said Kenney, a distance of 265.92 feet to an iron rod set; thence

South 71°58'52" East along land of said Kenney, a distance of 84.59 feet to a nail set in a 6" beech tree; thence

North 86°16'47" East along land of said Kenney, a distance of 76.87 feet to a drill hole set in a stonewall; thence

North 74°35'44" East along land of said Kenney, a distance of 114.25 feet to a nail set in a 4" beech tree; thence

South 84°39'02" East along land of said Kenney, a distance of 96.42 feet to a nail set in a 12" hemlock tree; thence

South 81°18'50" East along land of said Kenney, a distance of 111.25 feet to a nail set in a 6" maple tree; thence

South 60°34'51" East along land of said Kenney, a distance of 91.01 feet to a nail set in a 6" hemlock tree; thence

South 72°10'09" East along land of said Kenney, a distance of 33.15 feet to a nail set in a triple 3" yellow birch tree; thence

North 74°12'27" East along land of said Kenney, a distance of 65.60 feet to an iron rod set; thence

North 27°08'40" East along land of said Kenney, a distance of 25.10 feet to an iron rod set; thence

North 15°49'55" West along land of said Kenney, a distance of 39.80 feet to a nail set in a 12" hemlock tree; thence

North 03°19'45" East along land of said Kenney, a distance of 59.32 feet to a nail set in a 10" hemlock tree; thence

North 15°44'21" East along land of said Kenney, a distance of 38.17 feet to an iron rod set at land now or formerly the Town of Gilsum; thence

South 20°40'12" East along land of said Town of Gilsum, a distance of 121.40 feet to an iron rod set; thence

South 48°19'15" East along land of said Town of Gilsum, a distance of 72.23 feet to an iron rod set; thence

South 60°22'44" East along land of said Town of Gilsum, a distance of 128.71 feet to an iron rod set; thence

South 70°35'12" East along land of said Town of Gilsum, (passing through a New Hampshire Highway Bound) a distance of 238.04 feet to an iron rod set on the westerly side of said NH Route 10; thence

Southeasterly along said NH Route 10 by a curve to the right having a radius of 1877.00 feet with an arc length of 165.55 feet (chord bearing South 38°54'23" East - 165.49 feet) to an iron rod set; thence.

South 36°22'47" East along said NH Route 10, a distance of 76.00 feet to an iron rod set; thence

Southeasterly along said NH Route 10 by a curve to the right having a radius of 922.00 feet with an arc length of 269.27 feet (chord bearing South 28°00'47" East - 268.32 feet) to a drill hole set; thence

South 19°38'47" East along said NH Route 10, a distance of 327.40 feet to an iron rod set; thence

Southeasterly along said NH Route 10 by a curve to the right having a radius of 2832.00 feet with an arc length of 110.55 feet (chord bearing South 18°31'41" East - 110.54 feet) to the point of beginning.

Said parcel containing approximately 38.7 acres and is subject to all matters as shown on said plan.

**Part of Gilsum Tax Map 406 Lot 6
East of Fish Road
(Approximately 39.7 Acres)**

Beginning at a drill hole set at an intersection of stonewalls on the easterly side of Fish Road in Gilsum, New Hampshire, at the northwesterly corner of the herein described premises, said drill hole is located on the southerly line of land now or formerly Annette Shimer; thence

North 80°34'57" East along said stonewall and land of said Shimer, a distance of 515.84 feet to a drill hole set at an intersection of stonewalls at land now or formerly Michael D. Gokey; thence

South 08°59'14" East along said stonewall, land of said Gokey and land now or formerly Frank & Cynthia Hoyer, a distance of 784.01 feet to a drill hole set at an angle of said stonewall; thence

South 08°01'07" East along land of said Hoyer, a distance of 905.30 feet to an iron rod found at land now or formerly Robert F. Scarborough II; thence

South 07°53'42" East along land of said Scarborough, a distance of 154.02 feet to a drill hole set at the beginning of a stonewall; thence

South 12°46'51" East along said stonewall and land of said Scarborough, a distance of 81.11 feet to an iron rod found; thence

South 13°15'01" East along said stonewall and land of said Scarborough, a distance of 198.48 feet to a drill hole set at an intersection of stonewalls at land now or formerly David L. Timmons Jr. et al; thence

South 80°28'12" West along said stonewall and land of said Timmons, a distance of 74.89 feet to a drill hole set; thence

South 83°43'14" West along said stonewall and land of said Timmons, a distance of 49.12 feet to a drill hole set; thence

South 75°52'27" West along said stonewall and land of said Timmons, a distance of 19.15 feet to a drill hole set; thence

South 70°27'31" West along said stonewall and land of said Timmons, a distance of 30.34 feet to a drill hole set; thence

North 80°03'16" West along said stonewall and land of said Timmons, a distance of 27.12 feet to a drill hole set; thence

South 82°17'18" West along said stonewall, land of said Timmons and land now or formerly Randall Merchant, a distance of 884.77 feet to a drill hole set at an intersection of stonewalls; thence

South 00°15'07" West along said stonewall and land of said Merchant, a distance of 79.21 feet to a drill hole set; thence

South 28°32'20" East along said stonewall and land of said Merchant, a distance of 57.16 feet to a drill hole set; thence

South 36°50'13" East along said stonewall and land of said Merchant, a distance of 74.62 feet to a drill hole set; thence

South 06°33'46" East along said stonewall and land of said Merchant, a distance of 9.62 feet to a drill hole set; thence

South 04°56'59" West along said stonewall and land of said Merchant, a distance of 274.33 feet to a drill hole set at a stonewall corner; thence

North 78°26'45" West along land of said Merchant and partly by a stonewall, a distance of 271.75 feet to a drill hole set in a stonewall on the easterly side of said Fish Road; thence

North 09°58'24" East along said stonewall and said Fish Road, a distance of 401.79 feet to a drill hole set at an intersection of stonewalls; thence

Northeasterly along said Fish Road, a distance of approximately 2,270 feet to the point of beginning (the tie course from the last mentioned drill hole set to the point of beginning being North 09°51'13" East, a distance of 2,212.42 feet).

Said parcel containing approximately 39.7 acres and is subject to all matters as shown on said plan.

**Part of Gilsum Tax Map 406 Lot 6
East of Old Gilsum Road and West of Fish Road
(Approximately 318.1 Acres)**

Beginning at an iron rod set at the northerly corner of the herein described premises, said iron rod is located at the northerly intersection of Old Gilsum and Fish Roads in Gilsum, New Hampshire, and further located on the easterly side of Old Gilsum Road and the westerly side of Fish Road; thence

South 12°53'55" East along said Fish Road, a distance of 153.26 feet to a point; thence
South 36°38'56" East along said Fish Road, a distance of 178.84 feet to an iron rod set; thence

South 25°15'16" East along said Fish Road, a distance of 254.19 feet to a point; thence

South 47°28'35" East along said Fish Road, a distance of 116.85 feet to a drill hole set at the beginning of a stonewall; thence

South 58°55'31" East along said stonewall and said Fish Road, a distance of 46.27 feet to a drill hole set; thence

South 76°24'06" East along said stonewall and said Fish Road, a distance of 40.32 feet to a drill hole set; thence

South 61°08'17" East along said stonewall and said Fish Road, a distance of 39.04 feet to a drill hole set at the end of said stonewall; thence

South 44°58'08" East along said Fish Road, a distance of 105.92 feet to a drill hole set at the beginning of a stonewall; thence

South 32°03'18" East along said stonewall and said Fish Road, a distance of 79.97 feet to a drill hole set; thence

South 32°08'25" East along said stonewall and said Fish Road, a distance of 123.70 feet to a drill hole set; thence

South 28°02'02" East along said stonewall and said Fish Road, a distance of 79.95 feet to a drill hole set; thence

South 20°08'58" East along said stonewall and said Fish Road, a distance of 39.60 feet to a drill hole set; thence

South 11°23'59" East along said stonewall and said Fish Road, a distance of 23.94 feet to a drill hole set; thence

South 27°36'31" East along said stonewall and said Fish Road, a distance of 17.05 feet to a drill hole set; thence

South 25°32'47" East along said stonewall and said Fish Road, a distance of 129.61 feet to a drill hole set at the end of said stonewall; thence

South 29°40'58" East along said Fish Road, a distance of 98.20 feet to a point; thence

Southeasterly along said Fish Road, a distance of approximately 1,340 feet to a drill hole set at an intersection of stonewalls at land now or formerly Annette Shimer (the tie course from the last mentioned point to the drill hole set being South 30°21'42" East, a distance of 1,310.71 feet); thence

South 82°35'03" West along said stonewall and land of said Shimer, a distance of 140.17 feet to a drill hole set; thence

South 80°27'44" West along said stonewall and land of said Shimer, a distance of 256.11 feet to a drill hole set; thence

South 78°34'34" West along said stonewall and land of said Shimer, a distance of 125.36 feet to a drill hole set; thence

South 84°32'19" West along said stonewall and land of said Shimer, a distance of 67.03 feet to a drill hole set; thence

South 80°45'49" West along said stonewall and land of said Shimer, a distance of 423.58 feet to a drill hole set at the end of said stonewall; thence

South 81°53'27" West along land of said Shimer, a distance of 792.84 feet to an iron rod found in a stonewall; thence

South 08°42'54" East along said stonewall and land of said Shimer, a distance of 477.23 feet to a drill hole set at the end of said stonewall; thence

South 11°07'04" East along land of said Shimer, a distance of 585.41 feet to a drill hole set at the beginning of a stonewall; thence

South 05°55'03" East along said stonewall and land of said Shimer, a distance of 545.24 feet to a drill hole set at an intersection of stonewalls; thence

North 79°38'19" East along said stonewall and land of said Shimer, a distance of 1,301.03 feet to a drill hole set; thence

North 79°59'35" East along said stonewall and land of said Shimer, a distance of 141.05 feet to a drill hole set; thence

North 83°56'49" East along said stonewall and land of said Shimer, a distance of 63.30 feet to a drill hole set; thence

North 80°05'40" East along said stonewall and land of said Shimer, a distance of 329.84 feet to a drill hole set at an intersection of stonewalls on the westerly side of said Fish Road; thence

Southwesterly mostly along a stonewall and said Fish Road, a distance of approximately 2,640 feet to a drill hole set in a stonewall (the tie course between the last two drill holes set being South 09°49'59" West, a distance of 2,591.88 feet); thence

South 10°54'10" West along said stonewall and said Fish Road, a distance of 88.70 feet to a drill hole set; thence

South 08°28'50" West along said stonewall and said Fish Road, a distance of 230.23 feet to a drill hole set; thence

South 03°58'55" West along said stonewall and said Fish Road, a distance of 236.03 feet to a drill hole set at an intersection of stonewalls at land now or formerly Randall Merchant; thence

South 88°55'59" West along said stonewall and land of said Merchant, a distance of 140.09 feet to a drill hole set; thence

South 79°23'28" West along said stonewall and land of said Merchant, a distance of 333.39 feet to a drill hole set; thence

South 76°20'24" West along said stonewall and land of said Merchant, a distance of 408.85 feet to a drill hole set at a corner of said stonewall at land now or formerly Bart C. & Betsy Cushing; thence

South 75°24'05" West along land of said Cushing, a distance of 122.25 feet to a drill hole set at the beginning of a stonewall; thence

South 80°55'01" West along said stonewall and land of said Cushing, a distance of 397.94 feet to a drill hole set; thence

South 80°50'10" West along said stonewall and land of said Cushing, a distance of 555.61 feet to a drill hole set at the end of said stonewall; thence

South 81°22'42" West along land of said Cushing, a distance of 161.70 feet to a drill hole set at the beginning of a stonewall; thence

South 79°59'00" West along said stonewall and land of said Cushing, a distance of 422.56 feet to an iron rod set at an intersection of stonewalls on the easterly side of said Old Gilsum Road; thence

Northerly along said Old Gilsum Road, a distance of approximately 1,800 feet to a drill hole set at the beginning of a stonewall (the tie course from the last mentioned iron rod set to the drill hole set being North 03°07'20" West, a distance of 1,792.76 feet); thence

North 00°04'27" East along said stonewall and said Old Gilsum Road, a distance of 131.80 feet to a drill hole set at the end of said stonewall; thence

Northerly along said Old Gilsum Road, a distance of approximately 1,080 feet to an iron rod set (the tie course from the last mentioned drill hole set to the iron rod set being North 01°29'31" East, a distance of 1,077.97 feet); thence

North 06°31'32" West along said Old Gilsum Road, a distance of 439.38 feet to a point; thence

North 08°26'35" West along said Old Gilsum Road, a distance of 143.50 feet to a drill hole set at the beginning of a stonewall; thence

North 02°36'35" West along said stonewall and said Old Gilsum Road, a distance of 110.62 feet to a drill hole set; thence

North 10°35'45" East along said stonewall and said Old Gilsum Road, a distance of 45.29 feet to a drill hole set; thence

North 21°48'22" East along said stonewall and said Old Gilsum Road, a distance of 180.67 feet to a drill hole set; thence

North 14°34'18" East along said Old Gilsum Road, a distance of 75.78 feet to a drill hole set; thence

North 15°40'24" East along said stonewall and said Old Gilsum Road, a distance of 261.45 feet to a drill hole set at the end of said stonewall; thence

North 10°20'07" East along said Old Gilsum Road, a distance of 32.03 feet to a drill hole set at the beginning of a stonewall; thence

North 19°34'14" East along said stonewall and said Old Gilsum Road, a distance of 174.33 feet to a drill hole set; thence

North 17°42'18" East along said stonewall and said Old Gilsum Road, a distance of 139.55 feet to a drill hole set; thence

North 24°56'06" East along said stonewall and said Old Gilsum Road, a distance of 106.55 feet to a drill hole set; thence

Northeasterly partially along said stonewall and said Old Gilsum Road, a distance of approximately 3,050 feet to the point of beginning (the tie course from the last mentioned drill hole set to the point of beginning being North 21°35'30" East, a distance of 3,024.61 feet).

Said parcel containing approximately 318.1 acres and is subject to all matters as shown on said plan.

**Gilsum Tax Map 406 Lot 5 and Surry Tax Map 3 Lot 6
(Approximately 927.9 Acres)**

Beginning at a drill hole set at the beginning of a stonewall on the westerly side of Old Gilsum Road in Gilsum, New Hampshire, at the southeasterly corner of the herein described premises, said drill hole is located at the northeasterly corner of land now or formerly Russell C. & Karen A. Bowen; thence

South 81°18'50" West along said stonewall and land of said Bowen, a distance of 192.76 feet to a drill hole set; thence

South 79°11'05" West along said stonewall and land of said Bowen, a distance of 428.73 feet to a drill hole set; thence

South 80°47'56" West along said stonewall and land of said Bowen, a distance of 240.60 feet to a drill hole set at the end of said stonewall; thence

South 82°05'30" West along land of said Bowen, a distance of 781.92 feet to an iron rod set in a stonewall at land now or formerly the Nora M. Tuthill Revocable Trust; thence

North 07°42'02" West along said stonewall and land of said Tuthill Trust, a distance of 157.34 feet to a drill hole set; thence

North 00°12'59" West along said stonewall and land of said Tuthill Trust, a distance of 57.12 feet to a drill hole set; thence

North 15°35'32" East along land of said Tuthill Trust partly by said stonewall, a distance of 69.87 feet to a drill hole set at the beginning of a stonewall; thence

North 01°01'53" East along said stonewall and land of said Tuthill Trust, a distance of 224.26 feet to a drill hole set; thence

North 19°01'49" West along said stonewall and land of said Tuthill Trust, a distance of 204.32 feet to a drill hole set; thence

North 49°00'31" West along said stonewall and land of said Tuthill Trust, a distance of 30.91 feet to a drill hole set; thence

North 67°39'51" West along said stonewall and land of said Tuthill Trust, a distance of 78.90 feet to a drill hole set; thence

North 45°44'14" West along said stonewall and land of said Tuthill Trust, a distance of 222.97 feet to a drill hole set; thence

North 41°19'32" West along said stonewall and land of said Tuthill Trust, a distance of 145.81 feet to a

drill hole set at the end of said stonewall; thence

North 37°20'17" West along land of said Tuthill Trust partly by a stonewall, a distance of 56.59 feet to a drill hole set; thence

North 26°24'18" West along said stonewall and land of said Tuthill Trust, a distance of 70.63 feet to a drill hole set at the end of said stonewall; thence

North 17°15'38" West along land of said Tuthill Trust, a distance of 599.92 feet to an iron rod set; thence

North 58°40'46" West along land of said Tuthill Trust, a distance of 59.48 feet to a drill hole set at the beginning of a stonewall; thence

North 09°39'26" East along said stonewall and land of said Tuthill Trust, a distance of 51.67 feet to a drill hole set; thence

North 14°27'35" East along said stonewall and land of said Tuthill Trust, a distance of 224.71 feet to a drill hole set; thence

North 00°41'20" West along said stonewall and land of said Tuthill Trust, a distance of 198.17 feet to a drill hole set at a stonewall corner; thence

South 84°11'52" West along said stonewall and land of said Tuthill Trust, a distance of 261.23 feet to a drill hole set at the end of said stonewall; thence

South 77°51'47" West along land of said Tuthill Trust, a distance of 135.72 feet to an iron rod set at a blazed 14" hemlock tree; thence

South 28°27'39" West along land of said Tuthill Trust, a distance of 568.30 feet to an iron rod set at a 26" maple tree with wire; thence

South 77°52'00" West along land of said Tuthill Trust, a distance of 605.09 feet to an iron pipe found at land now or formerly Bruce R. Anderson; thence

North 04°56'05" East along land of said Anderson, a distance of 95.76 feet to a spike set in a 26" pine tree; thence

South 77°30'11" West along land of said Anderson, a distance of 45.61 feet to a drill hole set at the beginning of a stonewall; thence

South 80°25'32" West along said stonewall and land of said Anderson, a distance of 165.68 feet to a drill hole set at a stonewall corner; thence

North 06°19'51" West along said stonewall and land of said Anderson, a distance of 818.54 feet to a drill hole set; thence

North 05°16'27" West along said stonewall and land of said Anderson, a distance of 581.99 feet to a drill hole set at a stonewall corner; thence

South 79°01'35" West along said stonewall and land of said Anderson, a distance of 1,054.61 feet to a drill hole set; thence

South 78°10'16" West along said stonewall and land of said Anderson, a distance of 279.19 feet to a drill hole set at an intersection of stonewalls; thence

North 05°20'03" West along said stonewall and land of said Anderson, a distance of 602.14 feet to an iron pipe found; thence

North 04°45'10" West along said stonewall and land of said Anderson, a distance of 93.92 feet to an iron pipe found; thence

North 05°01'43" West along said stonewall and land of said Anderson, a distance of 390.02 feet to a drill hole set; thence

North 05°23'45" West along said stonewall and land of said Anderson, a distance of 488.11 feet to a drill hole set; thence

North 04°28'36" West along said stonewall and land of said Anderson, a distance of 392.72 feet to a drill hole set; thence

North 05°15'58" West along said stonewall and land of said Anderson, a distance of 354.18 feet to a drill hole set at a stonewall corner; the last six (6) courses running along or near the Gilsum/Surry town line; thence

South 82°19'07" West along said stonewall and land of said Anderson, a distance of 594.43 feet to a drill hole set at the end of said stonewall; thence

South 81°11'31" West along land of said Anderson, a distance of 366.51 feet to an iron rod set at land now or formerly the Army Corps of Engineers; thence

North 00°18'55" West along land of said Army Corp of Engineers, a distance of 1,914.61 feet to an iron rod set; thence

South 85°24'05" West along land of said Army Corp of Engineers, a distance of 545.34 feet to an iron rod set in a ring of stones; thence

North 16°57'58" East along land of said Army Corp of Engineers, a distance of 601.01 feet to disk # 184 found; thence

North 16°06'27" West along land of said Army Corp of Engineers, a distance of 250.41 feet to disk #183 found; thence

North 29°58'51" West along land of said Army Corp of Engineers, a distance of 217.97 feet to disk #182 found; thence

North 10°45'44" West along land of said Army Corp of Engineers, a distance of 1,467.17 feet to disk #181 found at land now or formerly the Society for the Protection of New Hampshire Forests; thence

North 70°10'04" East along land of said Society, a distance of 88.67 feet to an iron pipe found; thence

North 83°39'38" East along land of said Society, a distance of 1,034.13 feet to a drill hole set at the beginning of a stonewall; thence

North 82°51'50" East along said stonewall and land of said Society, a distance of 117.57 feet to a drill hole set at the end of said stonewall; thence

North 81°01'00" East along land of said Society, a distance of 59.16 feet to an iron pipe found at land now or formerly the Monadnock Tamarack Trust, at or near the Gilsum/Surry town line; thence

South 25°04'59" East along land of said Monadnock Tamarack Trust, a distance of 2,317.49 feet to an iron pipe found; thence

North 74°04'47" East along land of said Monadnock Tamarack Trust, a distance of 925.57 feet to an iron rod found; thence

North 01°13'12" East along land of said Monadnock Tamarack Trust, a distance of 527.83 feet to an iron rod found; thence

North 82°42'11" East along land of said Monadnock Tamarack Trust, a distance of 1,786.51 feet to an iron pipe found; thence

North 07°14'47" West along land of said Monadnock Tamarack Trust, a distance of 1,568.30 feet to an iron pipe found at other land of said Monadnock Tamarack Trust; thence

North 81°59'22" East along other land of said Monadnock Tamarack Trust, a distance of 261.94 feet to an iron pipe found at land now or formerly the James Chapman Jr. Revocable Trust; thence

North 81°20'18" East along land of said Chapman Trust, a distance of 774.95 feet to an iron rod set in a ring of stones; thence

North 03°07'45" West along land of said Chapman Trust, a distance of 123.49 feet to a drill hole set at the beginning of a stonewall; thence

North 00°39'33" East along said stonewall and land of said Chapman Trust, a distance of 376.86 feet to a drill hole set at a stonewall corner; thence

North 80°14'54" East along said stonewall and land of said Chapman Trust, a distance of 194.99 feet to a drill hole set at an intersection of stonewalls on the westerly side of Smith Hill Road; thence

South 19°36'50" East along said stonewall and said Smith Hill Road, a distance of 55.60 feet to a drill hole set; thence

South 17°22'12" East along said Smith Hill Road partly by said stonewall, a distance of 72.92 feet to a drill hole set at the beginning of a stonewall; thence

South 21°45'44" East along said Smith Hill Road mostly by said stonewall, a distance of 286.19 feet to a drill hole set at the beginning of a stonewall; thence

South 20°35'08" East along said stonewall and said Smith Hill Road, a distance of 118.29 feet to a drill hole set at the end of said stonewall; thence

South 46°15'48" East along said Smith Hill Road mostly by said stonewall, a distance of 51.28 feet to a drill hole set; thence

South 73°15'25" East along said stonewall and said Smith Hill Road, a distance of 174.61 feet to a drill hole set; thence

South 74°55'39" East along said stonewall and said Smith Hill Road, a distance of 129.95 feet to a drill hole set at the end of said stonewall; thence

South 67°11'55" East along said Smith Hill Road, a distance of 122.33 feet to a drill hole set at the beginning of a stonewall; thence

South 65°52'56" East along said stonewall and said Smith Hill Road, a distance of 23.76 feet to a drill hole set at the end of said stonewall; thence

South 75°06'15" East along said Smith Hill Road, a distance of 26.35 feet to a drill hole set at the beginning of a stonewall; thence

South 76°38'45" East along said stonewall and said Smith Hill Road, a distance of 94.13 feet to a drill hole set at the end of said stonewall; thence

South 64°31'34" East along said Smith Hill Road, a distance of 102.84 feet to an iron rod set; thence

South 40°46'35" East along said Smith Hill Road, a distance of 276.45 feet to a drill hole set at the beginning of a stonewall; thence

South 41°18'16" East along said stonewall and said Smith Hill Road, a distance of 136.29 feet to a drill hole set at the intersection of Smith Hill Road and an old road; thence

North 86°18'07" East crossing said old road, a distance of 74.79 feet to a drill hole set at the end of a stonewall on the easterly side of Vessel Rock Road; thence

North 27°23'10" East along said Vessel Rock Road, a distance of 181.56 feet to a drill hole set at the

beginning of a stonewall; thence

North 27°43'33" East along said stonewall and said Vessel Rock Road, a distance of 134.11 feet to a drill hole set at the end of said stonewall; thence

North 34°58'52" East along said Vessel Rock Road, a distance of 14.39 feet to a drill hole set at the beginning of a stonewall; thence

North 24°12'24" East along said stonewall and said Vessel Rock Road, a distance of 275.40 feet to a drill hole set; thence

North 18°07'54" East along said stonewall and said Vessel Rock Road, a distance of 156.00 feet to a drill hole set; thence

North 13°29'16" East along said stonewall and said Vessel Rock Road, a distance of 42.19 feet to a drill hole set at the end of said stonewall; thence

North 09°22'22" East along said Vessel Rock Road, a distance of 280.72 feet to an iron rod set; thence

North 03°39'32" East along said Vessel Rock Road, a distance of 273.79 feet to an iron rod set; thence

Northeasterly along said Vessel Rock Road by a curve to the right having a radius of 300.00 feet with an arc length of 206.13 feet (chord bearing North 23°20'34" East – 202.10 feet) to an iron rod set; thence

North 43°01'37" East along said Vessel Rock Road, a distance of 229.66 feet to a drill hole set at a stonewall corner at land now or formerly Angel M. Earley; thence

South 08°44'35" East along said stonewall and land of said Earley, a distance of 9.74 feet to a drill hole set; thence

South 72°21'19" East along said stonewall and land of said Earley, a distance of 216.85 feet to a drill hole set at a stonewall corner on the westerly side of Fish Road; thence

South 08°24'08" East along said stonewall and said Fish Road, a distance of 247.63 feet to a drill hole set at the end of said stonewall; thence

South 06°17'19" East along said Fish Road, a distance of 73.42 feet to a drill hole set at the beginning of a stonewall; thence

South 05°42'42" East along said stonewall and said Fish Road, a distance of 157.84 feet to a drill hole set; thence

South 06°40'12" East along said stonewall and said Fish Road, a distance of 100.72 feet to an iron rod set; thence

South 00°26'59" West along said stonewall and said Fish Road, a distance of 74.95 feet to a drill hole set at the end of said stonewall; thence

South 05°11'00" East along said Fish Road, a distance of 73.51 feet to a drill hole set in a stonewall; thence

South 41°14'35" West along said stonewall and said Fish Road, a distance of 37.76 feet to a drill hole set; thence

South 08°34'58" West along said stonewall and said Fish Road, a distance of 10.47 feet to a drill hole set; thence

South 18°50'50" East along said stonewall and said Fish Road, a distance of 20.69 feet to a drill hole set; thence

South 05°00'25" East along said stonewall and said Fish Road, a distance of 104.70 feet to a drill hole set; thence

South 08°33'07" West along said stonewall and said Fish Road, a distance of 48.43 feet to a drill hole set at the end of said stonewall; thence

South 08°16'35" West along said Fish Road to the intersection of Old Gilsum Road, a distance of 600.43 feet to an iron rod set; thence

Southwesterly along said Old Gilsum Road, a distance of approximately 1,490 feet to a drill hole set in a stonewall (the tie course from the last mentioned iron rod set to the drill hole set being South 26°44'30" West, a distance of 1,488.91 feet); thence

South 09°57'16" West along said stonewall and said Old Gilsum Road, a distance of 114.38 feet to a drill hole set; thence

Southwesterly along said Old Gilsum Road, a distance of approximately 1,510 feet to a drill hole set in a stonewall at land now or formerly David M. Moran (the tie course between the last two drill holes set being South 17°19'47" West, a distance of 1,496.56 feet); thence

North 47°50'39" West along said stonewall and land of said Moran, a distance of 162.65 feet to a drill hole set at a stonewall corner; thence

South 83°24'12" West along said stonewall and land of said Moran, a distance of 298.59 feet to an iron pipe found at land now or formerly Margaret J. & Richard Bedore; thence

South 83°42'11" West along said stonewall and land of said Bedore, a distance of 311.82 feet to a drill hole set at the end of said stonewall; thence

South 84°46'25" West along land of said Bedore, a distance of 186.16 feet to a drill hole set at the beginning of a stonewall; thence

South 83°53'52" West along said stonewall and land of said Bedore, a distance of 441.76 feet to a drill hole set at the end of said stonewall; thence

South 86°25'03" West along land of said Bedore, a distance of 141.65 feet to a drill hole set at the end of a stonewall; thence

South 07°37'49" East along land of said Bedore, a distance of 696.28 feet to a drill hole set at the end of a stonewall; thence

South 06°24'31" East along land of said Bedore, a distance of 108.10 feet to a drill hole set at the beginning of a stonewall; thence

South 08°27'22" East along said stonewall and land of said Bedore, a distance of 624.28 feet to a drill hole set at the end of said stonewall; thence

South 07°24'48" East along land of said Bedore, a distance of 150.02 feet to a drill hole set at the beginning of a stonewall; thence

South 07°46'28" East along said stonewall and land of said Bedore, a distance of 200.31 feet to a drill hole set at a stonewall corner at other land of said Bedore; thence

North 79°13'13" East along said stonewall and other land of said Bedore, a distance of 107.48 feet to a drill hole set; thence

North 87°35'50" East along said stonewall and other land of said Bedore, a distance of 51.47 feet to a drill hole set; thence

North 75°55'44" East along said stonewall and other land of said Bedore, a distance of 119.65 feet to a drill hole set at the end of said stonewall; thence

North 78°17'56" East along other land of said Bedore, a distance of 559.10 feet to a drill hole set at the beginning of a stonewall; thence

North 83°59'11" East along said stonewall and other land of said Bedore, a distance of 52.28 feet to a drill hole set; thence

South 86°23'28" East along said stonewall and other land of said Bedore, a distance of 33.75 feet to a drill hole set in ledge at the end of said stonewall; thence

North 76°25'53" East along other land of said Bedore, a distance of 80.62 feet to a drill hole set in ledge at the beginning of a stonewall; thence

North 72°34'13" East along said stonewall and other land of said Bedore, a distance of 38.96 feet to a drill hole set at a stonewall corner on the westerly side of said Old Gilsum Road; thence

Southerly along said Old Gilsum Road, a distance of approximately 950 feet to an iron rod set at Lot 5-1 (the tie course between the last two drill holes set being South 00°44'53" West, a distance of 945.68 feet); thence

South 44°44'22" West along said Lot 5-1, a distance of 1,242.35 feet to a drill hole set in a ring of stones; thence

Due South along said Lot 5-1, a distance of 627.14 feet to an iron rod set; thence

Due East along said Lot 5-1, a distance of 402.00 feet to a drill hole set in ledge with an iron rod witness; thence

Due North along said Lot 5-1, a distance of 455.12 feet to an iron rod set; thence

North 44°44'22" East along said Lot 5-1, a distance of 725.50 feet to an iron rod set on the westerly side of said Old Gilsum Road; thence

Southerly along said Old Gilsum Road, a distance of approximately 1,540 feet to a drill hole found at a stonewall corner (the tie course from the last mentioned iron rod set to the drill hole found being South 01°41'38" West, a distance of 1,516.96 feet); thence

South 18°40'30" East along said stonewall and said Old Gilsum Road, a distance of 161.24 feet to a drill hole set; thence

South 22°59'09" East along said stonewall and said Old Gilsum Road, a distance of 55.86 feet to a drill hole set; thence

South 28°10'59" East along said stonewall and said Old Gilsum Road, a distance of 81.82 feet to a drill hole set at the end of said stonewall; thence

South 28°53'46" East along said Old Gilsum Road, a distance of 75.67 feet to a drill hole set at the beginning of a stonewall; thence

South 27°24'50" East along said stonewall and said Old Gilsum Road, a distance of 127.55 feet to a drill hole set at the end of said stonewall; thence

South 23°44'55" East along said Old Gilsum Road, a distance of 72.82 feet to a drill hole set at the beginning of a stonewall; thence

South 18°33'54" East along said stonewall and said Old Gilsum Road, a distance of 152.36 feet to a drill hole set at the end of said stonewall; thence

South 17°58'40" East along said Old Gilsum Road, a distance of 133.92 feet to a drill hole set at the beginning of a stonewall; thence

South 16°49'03" East along said stonewall and said Old Gilsum Road, a distance of 260.35 feet to a drill hole set; thence

South 14°03'20" East along said stonewall and said Old Gilsum Road, a distance of 382.70 feet to an iron rod set at the end of said stonewall; thence

South 00°55'17" West along said Old Gilsum Road, a distance of 355.49 feet to the point of beginning.

Said parcel containing in total approximately 927.9 acres (approximately 822.1 acres in Gilsum and approximately 105.8 acres in Surry), and is subject to all matters as shown on said plan.

APPENDIX B
Notice of Federal Participation

The State of New Hampshire, Fish and Game Department and its successors and assigns (hereinafter "DEPARTMENT") acknowledges that the above described Conservation Easement (hereinafter "EASEMENT") is acquired in part with federal funds received from the Wildlife Restoration Program (CFDA # 15.611) administered by the U.S. Fish and Wildlife Service, Division of Wildlife and Sport Fish Restoration and its successors and assigns (hereinafter "SERVICE") and that the Easement is subject to all the terms and conditions of Grant Agreement Number F14AF01270, NH-W-108-L-1 (hereinafter "GRANT AGREEMENT") dated September 1, 2014 between the Service and the Department. Copies of the Grant Agreement are kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, MA 01035-9589 and at the offices of the Department, 11 Hazen Drive, Concord, NH 03301.

The Department acknowledges that the Easement, which is the subject of the Grant Agreement, is acquired for the approved purpose of conserving wild birds and mammals and their habitats in perpetuity. The Department, as the Grant Recipient hereby acknowledges that they are responsible for ensuring that the Easement is used and will continue to be used for the approved purpose for which it is acquired and that the Easement may not be conveyed or encumbered, in whole or in part, to any other party or for any other use, whatsoever, without the written consent of the Regional Director of the U.S. Fish and Wildlife Service. The Department acknowledges that there must be no discrimination against any member of the public on the Property.

If the Department loses control of the Easement, control must be fully restored to the Department or the property must be replaced, within three years, with a like Easement of equal value at current market prices and equal benefits. Further, if the Easement is used for activities that interfere with the accomplishment of the approved purpose, the violating activities shall cease and any resulting adverse effects shall be remedied.

If the Department determines that the Easement is no longer needed or useful for its original purpose and the Service concurs, the Department may, with the prior written consent of the Service, either (1) acquire a conservation easement or other interest in land of equal value that serves the same approved purpose as the original property and manage the newly acquired conservation easement or other interest in land for the same purposes specified in the original Grant Agreement, or (2) repay the Service, in cash, the proportionate federal share of funds invested in the original purchase price, or to repay the Service, in cash, the proportionate federal share of the current fair market value of the Easement, or any portion thereof, whichever is higher, or (3) as a last resort, transfer the Easement to the Service or to a third-party designated or approved by the Service.

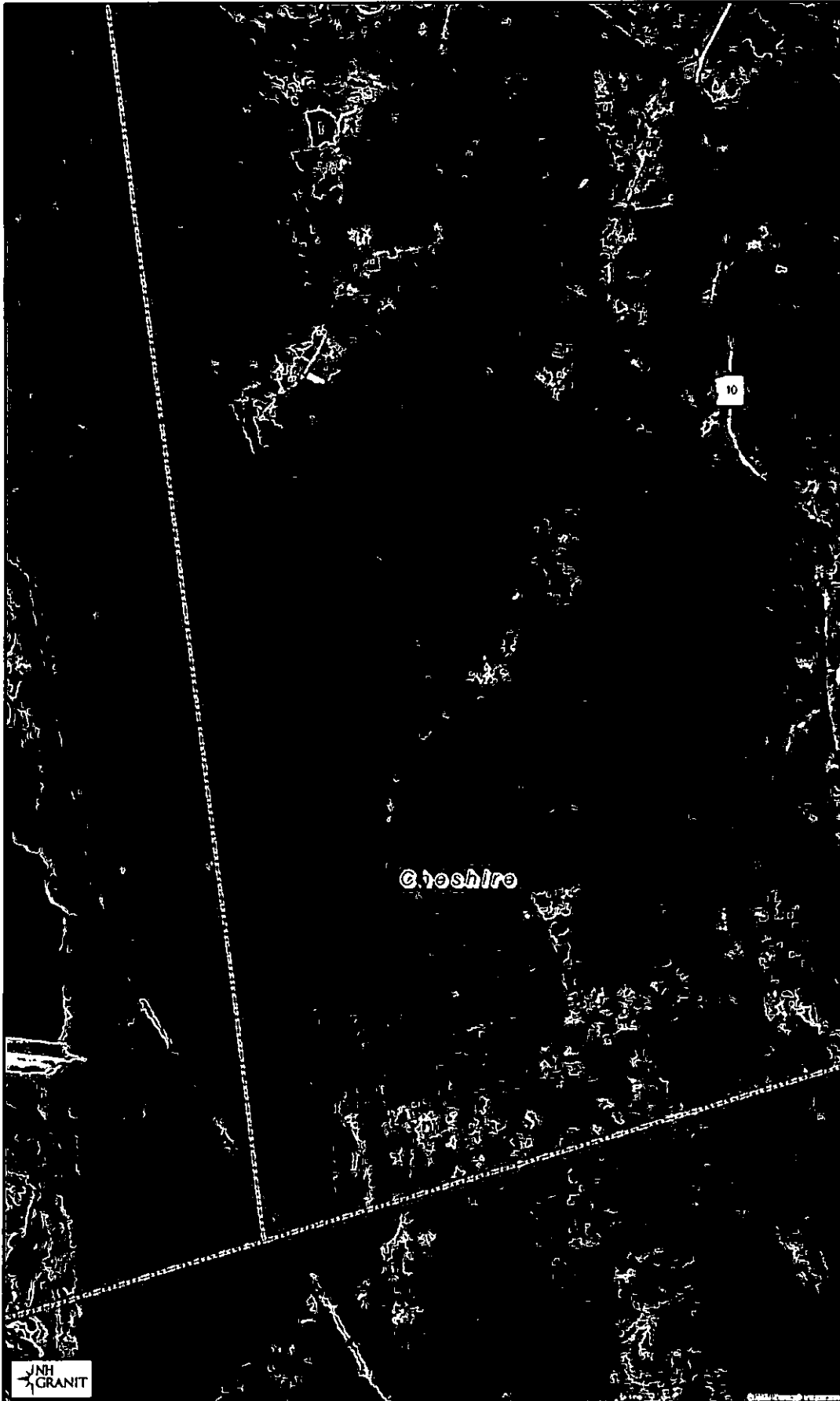
The Department, as Grant Recipient hereby confirms its obligations and responsibilities with regards to the acquired property pursuant to terms and conditions associated with Grant Agreement F14AF01270, NH-W-108-L-1.



Scott R. Mason, Executive Director

Date: 11-17-20

Casagrande, Gilsum & Surry - 1326+/- acres



Legend

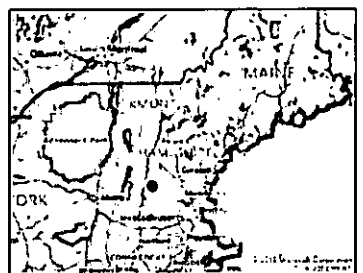
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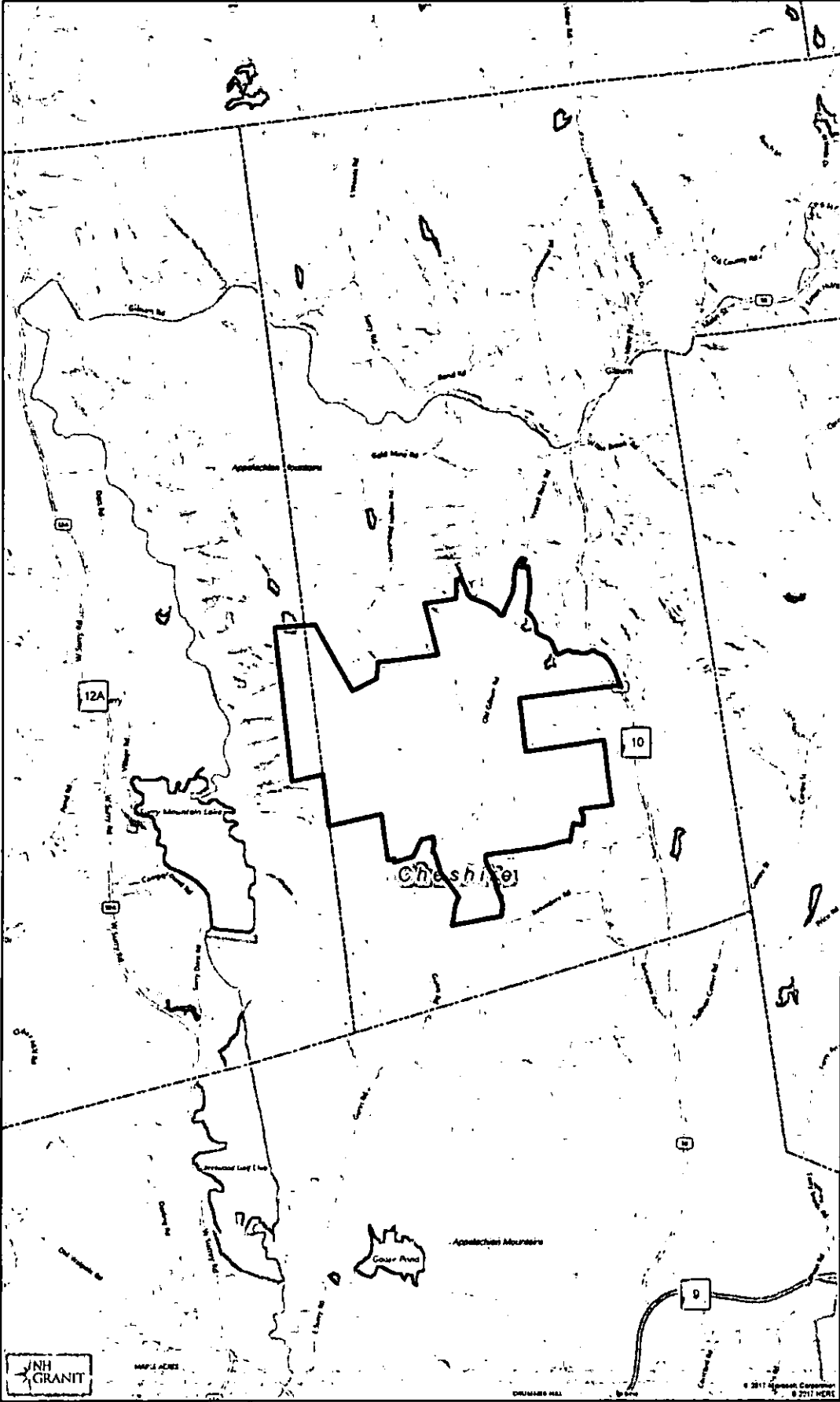


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Notes



Casagrande Property, Gilsum



Legend

- State
- County
- City/Town

Map Scale
1: 51,953



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Notes

